

**LEGAL**

**MAY 30 2018**



## **Illinois Department of Insurance**

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**BRUCE RAUNER**  
Governor

**Jennifer Hammer**  
Director

May 25, 2018

Globe Life and Accident Insurance Company  
3700 South Stonebridge Drive  
McKinney, TX 75070

Case Number: 2018 H 06271

Gentlemen:

Enclosed please find a copy of Summons and Complaint mailed to me as your agent for service of process and received in my Chicago Office on May 18, 2018 in the case of Anna Melendez vs. your company et al.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Hammer".

Jennifer Hammer  
Director

JH:AS: pas  
Encl.

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

## IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

ANNA MELENDEZ

v.

GLOBE LIFE AND ACCIDENT INSURANCE  
COMPANYNo. 2018-CH-06271

Defendant Address:

GLOBE LIFE AND ACCIDENT INSURANCE  
COMPANY

R/A IL DIRECTOR OF INSURANCE

122 S. MICHIGAN AVENUE

19TH FL

CHICAGO, IL 60603

**RECEIVED  
STATE OF ILLINOIS**1205 MAY 18 2018  
DEPT. OF INSURANCE  
CHICAGO, ILLINOIS☒ SUMMONS ☐ ALIAS - SUMMONS

To each defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Richard J. Daley Center, 50 W. Washington, Room 802, Chicago, Illinois 60602 |  |  |
| <input type="checkbox"/> District 2 - Skokie<br>5600 Old Orchard Rd.<br>Skokie, IL 60077                         | <input type="checkbox"/> District 3 - Rolling Meadows<br>2121 Euclid 1500<br>Rolling Meadows, IL 60008 | <input type="checkbox"/> District 4 - Maywood<br>Maybrook Ave.<br>Maywood, IL 60153              |
| <input type="checkbox"/> District 5 - Bridgeview<br>10220 S. 76th Ave.<br>Bridgeview, IL 60455                   | <input type="checkbox"/> District 6 - Markham<br>16501 S. Kedzie Pkwy.<br>Markham, IL 60428            | <input type="checkbox"/> Richard J. Daley Center<br>50 W. Washington, LL-01<br>Chicago, IL 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than thirty (30) days after its date.

☒ Atty. No.: 49028Name: BLUMENSHINE LAW GROUPAtty. for: ANNA MELENDEZAddress: 155N MICHIGAN#400City/State/Zip Code: CHICAGO, IL 60601Telephone: (312) 766-1000Primary Email Address: sbshine@mbpersonalinjurylaw.com

Secondary Email Address(es):

dvergara@blg-legal.comWitness: Tuesday, 15 May 2018/s/ DOROTHY BROWN

DOROTHY BROWN, Clerk of Court

Date of Service: \_\_\_\_\_

(To be inserted by officer on copy left with Defendant or other person)

\*\*Service by Facsimile Transmission will be accepted at:

\_\_\_\_\_  
(Area Code) (Facsimile Telephone Number)



policy numbered 145M31186, issued by Defendant, **GLOBE LIFE**, and effective on or around November 11, 2016. Copy Attached as Exhibit A.

4. The subject policy insured Plaintiff's decedent **ANGEL K. MELENDEZ**' life and provided death benefits (in the amount of \$350,000.00) in the event of his accidental death.

5. In the policy, **GLOBE LIFE** agreed, promised and represented "We will pay the Accidental Death Benefits shown in the Certificate Schedule."

6. At all times, Defendant, **GLOBE LIFE**, owed Plaintiff's decedent, **ANGEL K. MELENDEZ**, a duty of good faith and fair dealing and a duty to comply with the terms of the insuring agreement and applicable law.

7. On or around November 11, 2016, Plaintiff's decedent, **ANGEL K. MELENDEZ** died in an "accident" due to "drowning." Copy of Medical Examiner/Coroner Death Certificate Attached as Exhibit B.

8. Plaintiff, **ANNA MELENDEZ** requested Defendant **GLOBE LIFE** honor its agreement and pay the \$350,000.00 death benefits purchased by her deceased husband, **ANGEL K. MELENDEZ**.

9. At all times, Plaintiff complied with policy conditions and cooperated with Defendant, **GLOBE LIFE** requests.

ELECTRONICALLY FILED  
5/15/2018 5:21 PM  
2018-CH-06271  
PAGE 2 of 6

10. Defendant, **GLOBE LIFE**, failed to comply with the insuring agreement by refusing to pay for the loss sustained that was covered by the subject policy.

11. Defendant, **GLOBE LIFE**, has breached the insuring agreement and is obligated to pay the policy benefits plus interest and costs.

**WHEREFORE**, Plaintiff, **ANNA MELENDEZ**, requests this Court enter judgment in her favor and against the Defendant, **GLOBE LIFE**, in the amount of their actual and consequential damages, plus prejudgment interest pursuant to the Interest Act (815 ILCS 205), and the costs of this action.

**COUNT II-SECTION 155**  
**UNREASONABLE AND VEXATIOUS DELAY**

12. Plaintiff, **ANNA MELENDEZ**, adopts and incorporates Paragraphs 1-11 of Count I, as if specifically alleged herein.

13. At all times, the Defendant, **GLOBAL LIFE**, provided insurance coverage subject to the Illinois Insurance Code which authorizes the payment of an insured's attorney's fees and costs incurred as a result of an insurer's vexatious and unreasonable delay in settling a claim. 215 ILCS 5/155.

14. At all times, the Defendant, **GLOBAL LIFE**, provided insurance coverage subject to the Illinois Insurance Code which authorizes penalties in the following amounts for an insurer's vexatious and unreasonable delay in settling a claim:

- a) 60% of the amount which the insured is entitled to recover;
- b) \$60,000.00; and

ELECTRONICALLY FILED  
5/15/2018 5:21 PM  
2018-CH-06271  
PAGE 3 of 6

- c) the difference between the amount which the insured is entitled to recover and the amount which the company offered. 215 ILCS 5/155.

15. At all times, the Defendant, **GLOBAL LIFE**, was subject to the Illinois Insurance Code which prohibits the following Improper Claims Practices: ...

- a. failing to adopt and implement reasonable standards for the prompt investigation and settlement of claims arising under its policies;
- b. not attempting in good faith to effectuate prompt, fair and equitable settlement of claims submitted in which liability has become reasonably clear;
- c. compelling policyholders to institute suits to recover amounts due under its policies by offering substantially less than the amounts ultimately recovered in suits brought by them;
- d. refusing to pay claims without conducting a reasonable investigation based on all available information;
- e. failing to affirm or deny coverage of claims within a reasonable time after proof of loss statements have been completed;
- f. failing to affirm or deny coverage of claims within a reasonable time after proof of loss statements have been completed; and
- g. failing in the case of the denial of a claim or the offer of a compromise settlement to promptly provide a reasonable and accurate explanation of the basis in the insurance policy or applicable law for such denial or compromise settlement.

16. At all times, the defendant **GLOBAL LIFE**, was subject to the Illinois Administrative Code which provides the following:

TITLE 50: INSURANCE  
CHAPTER I: DEPARTMENT OF INSURANCE  
PART 919 IMPROPER CLAIMS PRACTICE  
SECTION 919.50 REQUIRED PRACTICES FOR ALL INSURANCE COMPANIES

Section 919.50 Required Practices for all Insurance Companies

ELECTRONICALLY FILED  
5/15/2018 5:21 PM  
2018-CH-06271  
PAGE 4 of 6

- a) The company shall affirm or deny liability on claims within a reasonable time and shall offer payment within 30 days after affirmation of liability, if the amount of the claim is determined and not in dispute.

Section 919.60 Improper Practices or Procedures for all Insurance Companies ...

- b) No company shall make any statement, written or oral, requiring an insured to complete a proof of loss in less time than is provided in the policy.
- c) No company shall make any statement requiring an insured to give written notice of loss within a specified time so that the company is relieved of its obligations under a policy if such time limit is not complied with, unless such a statement is made after the insured's unreasonable failure to give written notice.

Section 919.90 Improper Practices or Procedures – Property and Casualty Companies ...

- d) No company shall make any statement, written or oral, requiring a liability claimant to complete a proof of loss form, accident description, or release of claim for damages, which indicates that the claimant's rights may be impaired if such forms are not completed within a specified time, unless such statement is given for the purpose of notifying the claimant of the provisions of the statute of limitations.

17. Defendant **GLOBAL LIFE'S** handling of the subject **MELENDEZ'** claim was vexatious and unreasonable, because it knew of the Plaintiff's vulnerable financial and environmental circumstances, and:

- (a) failed to affirm or deny coverage within a reasonable time after the date of the claim;
- (b) failed to affirm or deny coverage with a reasonable time after issuance of the coroner's report;
- (c) failed and refused to consider all available information including the findings of Plaintiff's death regarding the cause of the loss;
- (d) denied the claim without providing a detailed and supported factual basis;

ELECTRONICALLY FILED  
5/15/2018 5:21 PM  
2018-CH-06271  
PAGE 5 of 6



- (e) relied upon inapplicable policy exclusions in denying Plaintiff's claim;
- (f) cited to an ambiguous, vague and confusing policy exclusions in denying Plaintiff's claim.

18. Defendant, **GLOBAL LIFE**, through its aforementioned conduct, vexatiously and unreasonably delayed and denied the subject claim.

19. As a result of Defendant, **GLOBAL LIFE**, vexatious and unreasonable claim delay and denial, the Plaintiffs have incurred economic loss, attorney's fees and legal costs.

**WHEREFORE**, Plaintiff, **ANNA MELENDEZ**, requests this Court make a finding of unreasonable and vexatious delay by Defendant, **GLOBAL LIFE**, and enter judgment against the Defendant, **GLOBAL LIFE**, in an amount in excess of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00), plus attorney's fees, penalties and the costs of this action.

Respectfully submitted,

  
Scott A. Blumenshine

BLUMENSHINE LAW GROUP  
155 N. Michigan Ave., Ste. 400  
Chicago, Illinois 60601  
312/766-1000  
Attorney No.: 49028

ELECTRONICALLY FILED  
5/15/2018 5:21 PM  
2018-CH-06271  
PAGE 6 of 6



ELECTRONICALLY FILED  
5/15/2018 5:21 PM  
2018-CH-06271  
CALENDAR: 14  
PAGE 1 of 1  
CIRCUIT COURT OF  
COOK COUNTY, ILLINOIS  
CHANCERY DIVISION  
CLERK DOROTHY BROWN

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

ANNA MELENDEZ,

Plaintiff,

vs.

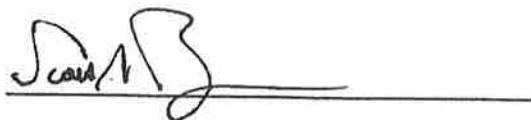
No.:

GLOBE LIFE AND ACCIDENT INSURANCE  
COMPANY, a Foreign Corporation,

Defendant.

**AFFIDAVIT RE DAMAGES SOUGHT**

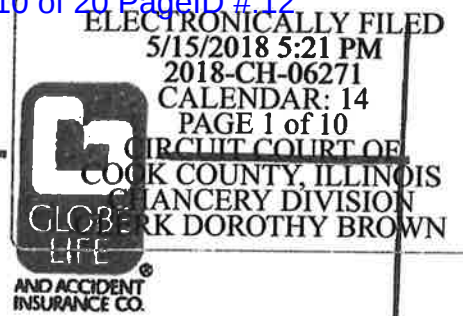
Pursuant to Illinois Supreme Court Rule 222(b), the undersigned, being first duly sworn, on oath states that the total of money damages sought in this cause of action does exceed \$50,000.00.



SUBSCRIBED and SWORN TO  
BEFORE ME THIS 15<sup>th</sup> day of  
May, 2018.

  
NOTARY PUBLIC

Scott A. Blumenshine  
BLUMENSHINE LAW GROUP  
155 North Michigan Avenue, Suite 400  
Chicago, IL 60601  
312/766-1000  
Atty. No. 49028



**Dear Certificateholder:**

I am pleased to enclose your new Globe Accidental Death Insurance certificate. The effective date of this coverage is shown on the attached certificate.

You will receive a premium due notice for the coverage you requested in the next few days. This premium must be paid to put this coverage in force. The coverage you requested will not be in force until payment has been received in our Administrative Office.

Please read over the terms, coverage and exclusions in this plan. It is a legal contract and should be kept with your other important documents.

We appreciate the opportunity to continue to serve you and your loved ones.

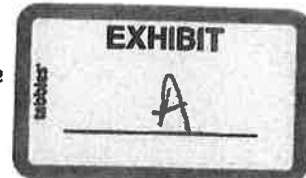
Very truly yours,

**Charles F. Hudson**

**President And Chief Executive Officer**

**Beneficiary Designated is:**  
**On File**

14-5M31186  
Angel Melendez  
3803 Sedge St  
Zion IL 60099



## **GLOBE LIFE AND ACCIDENT INSURANCE COMPANY**

### **Privacy Policy**

Globe Life And Accident Insurance Company cares about protecting its policyholders' privacy. In the process of providing the products and services you requested, we will collect, use and share certain information you provided. This Privacy Policy explains what information we collect and how we use that information. The policy also explains how we protect the security and confidentiality of your information.

### **Collection of Information**

We collect and retain the information necessary for us to provide the products and services you requested. In that process we may collect non-public information from you as a result of: your completion of an insurance application or other forms; your transactions and experience with us; or from a consumer reporting agency such as the Medical Information Bureau.

### **Confidentiality of Information**

We do not disclose any non-public information about you, either during or after your relationship with us, to anyone, except as permitted by law, such as to your authorized representative, or in order to provide the products and services you requested, or to comply with applicable laws or regulations.

### **Internal Protection of Information**

We restrict access to non-public personal information about you to those employees who need to know that information to provide the products and services you requested. We maintain physical, electronic and procedural safeguards to comply with federal regulations to guard this information.

### **Disclosure of Our Privacy Policy**

We are sending you this Notice for informational purposes and may amend this Privacy Policy at any time and will update it as required. We also post our current privacy notice at our website: [www.globeontheweb.com](http://www.globeontheweb.com).

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ELECTRONICALLY FILED  
5/15/2018 5:21 PM  
2018-CH-06271  
PAGE 2 of 10

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**GLOBE LIFE AND ACCIDENT INSURANCE COMPANY**

GLOBE LIFE CENTER \* OKLAHOMA CITY, OKLAHOMA 73184

**ACCIDENTAL DEATH INSURANCE CERTIFICATE**

Globe Life And Accident Insurance Company certifies that it has issued the Group Policy GLGRFP, and that the person named in the certificate is insured, subject to the terms and conditions of the group policy.

**30 DAY RIGHT TO EXAMINE CERTIFICATE**

If the Certificate Holder does not want this coverage, the certificate may be returned within 30 days after receiving it. We will then refund all premiums paid and the certificate will never have been in effect.

**ACCIDENTAL DEATH BENEFIT**

Upon receipt of due proof of the Accidental Death of the Insured while coverage on such Insured is in force, We will pay the Accidental Death Benefit shown in the Certificate Schedule.

**CERTIFICATE SCHEDULE**

**CERTIFICATE NUMBER:** 14-5M31186  
**INSURED:** Angel Melendez  
**ISSUE AGE:** 61  
**HOLDER:** GLOBE FAMILY SERVICES TRUST  
**CERTIFICATE EFFECTIVE DATE:** JUNE 18, 2013

**ACCIDENTAL DEATH BENEFIT**

**JUNE 18, 2013 TO JUNE 17, 2022:** \$350,000  
**JUNE 18, 2022 FORWARD (AFTER AGE 70 ANNIVERSARY DATE):** \$175,000

**PREMIUMS**

PREMIUM PERIOD	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL
PREMIUM AMOUNT	58.80	173.10	339.60	653.10

ELECTRONICALLY FILED  
 5/15/2018 5:21 PM  
 2018-CH-06271  
 PAGE 3 of 10



#### DEFINITIONS

**ACCIDENT:** A fortuitous event, unforeseen and unintended.

**ACCIDENTAL BODILY INJURY:** Unexpected traumatic damage to the Insured's body, of external origin.

**ACCIDENTAL DEATH:** Death due to Accidental Bodily Injury caused by an Accident occurring while the Insurance is in force; the death must occur within 90 days after the date of the Accident, directly and independently of all other causes.

**AGE:** The age last birthday of the Insured.

**BENEFICIARY:** A person or entity named, on a form and in a manner approved by Us, to receive Insurance benefits.

**CERTIFICATE ANNIVERSARY:** Shall be determined from the Certificate Effective Date.

**EVIDENCE OF INSURABILITY:** Satisfactory proof, as determined by Us, that a person is acceptable for Insurance.

**INSURED:** An eligible person who is named in the Certificate Schedule.

**HOLDER:** The legal entity named as the Holder on the cover page of the group policy.

**WE, OUR, US, or COMPANY:** Globe Life And Accident Insurance Company at Our Administrative Office in Oklahoma City, Oklahoma.

**YOU, YOUR, or YOURS:** The person to whom this certificate is issued (Also referred to as the Certificate Holder.)

#### EXCLUSIONS

This certificate does not cover death caused by:

1. Disease, sickness, bodily or mental infirmity, or medical or surgical treatment of same;
  2. Suicide or intentionally self-inflicted bodily injury, while sane or insane (reference to insane not applicable in Missouri);
  3. Being under the influence of any drug, narcotic, poison or gas unless taken on the advice of a physician;
  4. Service in the military, naval or air services of any country;
  5. Participation in any speed contest;
  6. Insured's intoxication (blood alcohol level of .10 percent weight by volume or higher);
  7. Air travel as a pilot, student pilot or crew member;
- Committing or attempting to commit an assault or felony;  
Taking part in a riot, insurrection or terrorist act; or  
Skydiving, hang gliding or hot air ballooning.

#### CERTIFICATE HOLDER AND BENEFICIARY PROVISIONS

**CERTIFICATE HOLDER:** Unless provided otherwise:

- a. The person who completes the enrollment form applying for Insurance coverage on an Insured is the Certificate Holder. The Certificate Holder has the right to receive every benefit and exercise every right regarding the Insurance under his or her certificate.
- b. If the Certificate Holder dies, all rights will be vested in the Insured.

**BENEFICIARY:** The Beneficiary shall be as designated on the enrollment form to receive any Accidental Death Benefits payable. If there is no Beneficiary living or named, Accidental Death Benefits will be payable to the Certificate Holder, if living; otherwise to the Certificate Holder's estate. Any payment made by Us in good faith will fully discharge Us to the extent of such payment.

**CHANGE OF BENEFICIARY:** Unless You provide otherwise in writing to Us, You may change the Beneficiary during the lifetime of the Insured. Changes must be made by written request filed with Us. The change will take effect on the date the request was received, but it will not apply to payments made by Us before We accept the request in writing. We will have no liability for any action taken by Us before that acceptance.

**TERMINATION OF COVERAGE:** The coverage of any Insured shall terminate at the end of the Grace Period following any premium due date for which the Insured's required premium has not been paid. Any premium paid for any period after the date coverage terminates will not continue the Insured's coverage in force and will be returned, unless accepted by Us under the Reinstatement provision in the certificate.

ELECTRONICALLY FILED  
5/15/2018 5:21 PM  
2018-CH-06271  
PAGE 13 OF 90



#### **PREMIUMS AND REINSTATEMENT**

**PAYMENT:** Each premium is payable in advance at Our Administrative Office.

**FREQUENCY:** The first premium for each Insured is due on the Certificate Effective Date. Thereafter, each premium is due at the end of the period for which the preceding premium was paid.

**DEFAULT:** If a premium remains unpaid at the end of the grace period, the Insured's insurance will terminate.

**GRACE PERIOD:** A grace period of 31 days will be allowed each Insured for the payment of each premium after the first, during which period his or her insurance shall continue in force.

**REINSTATEMENT:** Coverage may be reinstated at any time within one year after default in premium payment, if:

- a. The Insured provides Evidence of Insurability satisfactory to Us; and
- b. All overdue premiums are paid.

#### **GENERAL PROVISIONS**

**PAYMENTS BY THE COMPANY:** Payments by the Company are payable from our Administrative Office.

**NOTICE OF CLAIM:** Written notice of claim must be given within 20 days after Accidental Death or as soon as reasonably possible. Written notice can be given to Us at Our Administrative Office in Oklahoma City, Oklahoma. Notice should include Your name and Your Certificate Number.

**CLAIM FORMS:** When We receive the notice of claim, We will send You forms for filing proof of Accidental Death. If these forms are not given to You within 15 days, You will meet proof of Accidental Death requirements by giving Us a written statement of the nature and extent of the Accidental Death within the time limit stated in the Proof of Death provision.

**PROOF OF DEATH:** Written proof of Accidental Death must be given within 180 days after the Accidental Death of the Insured. If it was not reasonably possible to give written proof in the time required, We may not deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless the claimant was legally incapable of doing so.

**TIME OF PAYMENT OF CLAIMS:** After receiving written proof of Accidental Death, We will pay all benefits then due for such death.

**AUTOPSY:** We may ask for an autopsy unless prohibited by law. We will pay for the autopsy.

**ENTIRE CONTRACT; CHANGES:** This certificate, with the group policy, enrollment form and attached paper's, if any, is the entire contract between You and Us. No change in this certificate will be effective until approved by Us. This approval must be noted on or attached to this certificate.

**MISSTATEMENT OF AGE:** If there is a misstatement of age, We will adjust the benefit to reflect the correct age of the Insured.

**TIME LIMIT ON CERTAIN DEFENSES:** After two years from the Certificate Effective Date, only fraudulent misstatements and non-payment of premiums may be used to void this certificate or deny any claim for Accidental Death incurred after the 2 year period.

**LEGAL ACTION:** You cannot sue Us for benefits under the group policy sooner than 60 days after We have been provided with written proof of Accidental Death as required. No such action may be brought after 3 years from the time written proof of Accidental Death is required.

**CONFORMITY WITH STATE STATUTES:** Any provision of this certificate, which, on the Certificate Effective Date, is in conflict with the laws of the state in which You reside on that date is amended to conform to the minimum requirements of such laws.

**NONPARTICIPATING:** The group policy is nonparticipating and does not share in the profits or surplus of the Company.

**NO EFFECT ON WORKER'S COMPENSATION:** The group policy does not alter any requirement for coverage by Worker's Compensation Insurance.

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**ENROLLMENT FOR GROUP ACCIDENTAL DEATH BENEFIT INSURANCE  
UNDERWRITTEN BY GLOBE LIFE AND ACCIDENT INSURANCE COMPANY \* OKLAHOMA CITY, OKLAHOMA**

**I'll take coverage in the amount of:**

☒ **\$350,000**

☐ **Individual Plan**

☒ **Family Plan (Check One)**

**Name** Angel Melendez

**Address** 3803 Sedge St

**City** Zion

**State** IL

**Zip** 60099

**Date of Birth** 51

**Male** ☒

**Female** ☐

**Phone Number** (224) 610-6705

**Name of Beneficiary** On File

**Relationship** \_\_\_\_\_

**Please enroll the person named above for Accidental Death Coverage. I understand the coverage will become effective on the date stated in the Schedule of Benefits on my Certificate. Should the enrollment form be declined, no charges will be incurred.**

**I also understand that the benefits will decrease by 50% on the Certificate Anniversary following the Primary Insured's 70th birthday with no change in premium.**

**Signed** \_\_\_\_\_

**Applicant-Owner Signature**

**Date** 06/16/18

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5/15/2018 5:21 PM

2018-CH-06271

PAGE 6 of 10



## **NOTICE OF PROTECTION PROVIDED BY ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a brief summary description of the Illinois Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Illinois law that determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity or health insurance company becomes financially unable to meet its obligations and is placed into Receivership by the Insurance Department of the state in which the company is domiciled. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Illinois law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association per insolvency are:

**\*Life Insurance**

**\*\$300,000 in death benefits**

**\*\$100,000 in cash surrender or withdrawal values**

**\*Health Insurance**

**\*\$500,000 in hospital, medical and surgical insurance benefits\***

**\*\$300,000 in disability income insurance benefits**

**\*\$300,000 in long-term care insurance benefits**

**\*\$100,000 in other types of health insurance benefits**

**\*Annuities**

**\*\$250,000 in withdrawal and cash values**

**\*The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except special rules apply to hospital, medical and surgical insurance benefits for which the maximum amount of protection is \$500,000.**

**Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.**

**To learn more about these protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at [www.ilhiga.org](http://www.ilhiga.org) or contact:**

**Illinois Life and Health Insurance Guaranty Association  
1520 Kensington Road, Suite 112  
Oak Brook, Illinois 60523-2140  
(773) 714-8050**

**Illinois Department of Insurance  
4th Floor  
320 West Washington Street  
Springfield, Illinois 62767  
(217) 782-4515**

ELECTRONICALLY FILED  
5/15/2018 5:21 PM  
2018-CH-06271  
PAGE 7 of 10

**GLOBE LIFE AND ACCIDENT INSURANCE COMPANY**

GLOBE LIFE CENTER \* OKLAHOMA CITY, OKLAHOMA 73184

This Rider amends and is made a part of the certificate to which it is attached. It is subject to all provisions, conditions, exclusions and limitations of the certificate which are not in conflict with this Rider.

Rider Effective Date: JUNE 18, 2013Rider Premium: \$186.90 (Annual Premium)**FAMILY COVERAGE RIDER**

If this is a Family Certificate, the following provisions apply:

**DEFINITIONS**

**DEPENDENT CHILD:** Each unmarried Child under 23 years of age who is dependent on the Primary Insured for support and has the same permanent address. Child includes a step-child; a foster child; a legally adopted child; a child legally placed in the Primary Insured's home for adoption; and a child under the Primary Insured's legal guardianship. If this is an individual certificate, You must notify the Company within 60 days after the birth or adoption of a child that You want covered under this certificate so that We can change Your certificate to a Family certificate and arrange for the payment of the appropriate Family premium. A child shall cease being a Dependent Child on the first Certificate Anniversary Date following the earliest of (a) the child's 23rd birthday; (b) the child's marriage or (c) the date the child is no longer dependent on the Primary Insured. However, if a dependent child is incapable of self-sustaining employment by reason of mental retardation or physical handicap, and if such disability occurred prior to the first Certificate Anniversary following the Dependent Child's 23rd birthday, then the Dependent Child will continue to be covered under this rider for as long as such disability continues. Proof of such incapacity or disability must be furnished upon Our request, but not more often than annually.

**SPOUSE:** The Primary Insured's legal spouse, while covered under the attached certificate.

**FAMILY COVERAGE**

The Accidental Death Benefit for the Spouse and any Dependent Child will be equal to a percentage of the Primary Insured's Accidental Death Benefit as of the date of the Accident, based on the Primary Insured's family composition on the date of the Accident, as set forth below:

- A. For the Spouse, the Accidental Death Benefit will be equal to: 60% of the Primary Insured's Accidental Death Benefit if there is no Dependent Child; or 50% of the Primary Insured's Accidental Death Benefit if there is one (or more) Dependent Child(ren).
- B. For each Dependent Child, the Accidental Death Benefit will be equal to: 10% of the Primary Insured's Accidental Death Benefit if there is a Spouse; or 20% of the Primary Insured's Accidental Death Benefit if there is no Spouse.

On the Certificate Anniversary following the Primary Insured's 70th birthday, the Accidental Death Benefit for each Insured will decrease by 50%.

**FAMILY COVERAGE EFFECTIVE DATE:** Coverage for the Spouse and each Dependent Child begins on the later of: (a) the Certificate Effective Date; (b) the date the Spouse or Dependent Child becomes eligible for coverage under the rider.

**TERMINATION OF FAMILY COVERAGE:** Coverage for the Spouse and each Dependent Child will end on the earliest of the following:

- A. The date the appropriate premium is not paid when due, subject to the Grace Period provision in the attached certificate;
- B. The date the individual no longer meets the definition of Spouse or Dependent Child; or
- C. The date the Primary Insured's coverage under this certificate ends.

Upon receiving notification that the Primary Insured is the sole remaining Insured under a Family Certificate, We will change the certificate to an Individual Certificate providing coverage not greater than the prior coverage and arrange for an Individual premium. The Individual premium will become effective on the premium due date following Our receipt of such notification.

*Pamela M. Hutchison*

Secretary

*Charles F. Hudson*

President

GFAMRD

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5/15/2018 5:21 PM  
2018-CH-06271  
PAGE 88



14-5M31186  
Angel Melendez  
3803 Sedg St  
Zion IL 60099

**This is your Globe  
Life coverage.  
Read carefully.**



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5/15/2018 5:21 PM  
2018-CH-06271  
PAGE 9 of 10



**GLOBE LIFE AND ACCIDENT INSURANCE COMPANY**  
GLOBE LIFE CENTER • OKLAHOMA CITY, OKLAHOMA 73184

**Insurance companies and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.**

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5/15/2018 5:21 PM  
2018-CH-06271  
PAGE 10 of 10

**Revised 02/15**

**GN122B**



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5/15/2018 5:04 PM

2018-CH-06271  
CALENDAR 24

PAGE 1 of 1

CITY OF WAUKEGAN  
WAUKEGAN, ILLINOIS

## MEDICAL EXAMINER/CORONER CERTIFICATE OF DEATH CIRCUIT COURT OF

COOK COUNTY, ILLINOIS

CHANCERY DIVISION

CLERK DOROTHY BROWN

FILE NUMBER 2016 0089071

MEDICAL EXAMINER'S CASE NUMBER 1611111449

DECEDENT'S LEGAL NAME ANGEL L MELENDEZ				SEX MALE		DATE OF DEATH NOVEMBER 11, 2016	
COUNTY OF DEATH LAKE		AGE AT LAST BIRTHDAY 64 YEARS		DATE OF BIRTH [REDACTED] 1951			
CITY OR TOWN ZION		HOSPITAL OR OTHER INSTITUTION NAME NORTHEAST POND OF 4580 RTE 173					
PLACE OF DEATH POND							
BIRTHPLACE VEGA BAJA, PR		SOCIAL SECURITY NUMBER [REDACTED]		STATUS AT TIME OF DEATH MARRIED		SURVIVING SPOUSE/CIVIL UNION PARTNER'S (MAIDEN) NAME ANNA M NIEVES	
RESIDENCE 3803 SEDGE ST		APT. NO.		CITY OR TOWN ZION		EVER IN U.S. ARMED FORCES? YES	
COUNTY LAKE		STATE IL		ZIP CODE 60099		INSIDE CITY LIMITS? YES	
FATHER/MO-PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION FELIX MELENDEZ		MOTHER/MO-PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION ANA ALVAREZ					
INFORMANT'S NAME ANNA M MELENDEZ		RELATIONSHIP WIFE		MAILING ADDRESS 3803 SEDGE ST, ZION, IL, 60099			
METHOD OF DISPOSITION CREMATION		PLACE OF DISPOSITION LAKEWOOD CREMATORIUM		LOCATION - CITY OR TOWN AND STATE GRAYSLAKE, IL		DATE OF DISPOSITION NOVEMBER 16, 2016	
FUNERAL HOME STRANG FUNERAL CHAPEL & CREMATORIUM, 410 E. BELVIDERE RD. GRAYSLAKE, IL, 60030							
FUNERAL DIRECTOR'S NAME MARK A WILLHITE				FUNERAL DIRECTOR'S ILLINOIS LICENSE NUMBER 034015518			
LOCAL REGISTRAR'S NAME MARIA M LACOUR				DATE FILED WITH LOCAL REGISTRAR FEBRUARY 24, 2017			
CAUSE OF DEATH - PART I DROWNING							
IMMEDIATE CAUSE (Final disease or condition resulting in death)							
Due to (or as a consequence of)							
Due to (or as a consequence of)							
Due to (or as a consequence of)							
PART II: Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I.							
WAS AN AUTOPSY PERFORMED? YES							
WERE AUTOPSY FINDINGS USED TO COMPLETE CAUSE OF DEATH? YES							
MANNER OF DEATH ACCIDENT							
FEMALE PREGNANCY STATUS NOT APPLICABLE							
DATE OF INJURY NOVEMBER 11, 2016		TIME OF INJURY 01:39 PM		PLACE OF INJURY BODY OF WATER		INJURY AT WORK? NO	
LOCATION OF INJURY NORTHEAST POND OF 4580 RTE 173, ZION, IL, 60099							
DESCRIBE HOW INJURY OCCURRED: DROWNING						IF TRANSPORTATION INJURY, SPECIFY:	
ATTEND THE DECEASED?		DATE LAST SEEN ALIVE		WAS MEDICAL EXAMINER OR CORONER CONTACTED?		DATE PRONOUNCED NOVEMBER 11, 2016	
						TIME OF DEATH 02:44 PM	
CERTIFIER MEDICAL EXAMINER/CORONER						DATE CERTIFIED FEBRUARY 24, 2017	
NAME, ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH RUDD, THOMAS A. ILLINOIS						PHYSICIAN'S LICENSE NUMBER	

Record Amended on: 3/6/2017

This is to certify that this is a true and correct copy from the official death record  
filed with the Illinois Department of Public Health.Maria M. LaCour  
City Clerk, Registrar  
Waukegan, Illinois

EXHIBIT

B

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED